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Attorneys for Defendant
TIME WARNER CABLE LLC

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JAIME CALZADA; MIGUEL
CALZADA; and CHERYL BACA, on
behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

TIME WARNER CABLE LLC, a
Delaware Corporation, and DOES 1
through 100, Inclusive,

Defendant.

No. CV 11-01701-DMG-JCG

**STIPULATION AND [PROPOSED]
PROTECTIVE ORDER**

1 Good cause appearing, and in conformance with the parties' agreement:

2 IT IS HEREBY ORDERED that this Protective Order pursuant to Federal
3 Rule of Civil Procedure 26(c) be, and is hereby, entered.

4 1. This Protective Order shall apply to and govern all discovery taken
5 pursuant to the Federal Rules of Civil Procedure, and other material or information
6 hereafter furnished, directly or indirectly, by or on behalf of any party or non-party
7 in connection with this action which any party or non-party (whether or not it
8 furnished the material or information) designates as "CONFIDENTIAL." The
9 designation of "CONFIDENTIAL" is intended to encompass material and
10 information of any nature the designating party or non-party in good faith believes
11 comprises or reflects proprietary information used by it in, or pertaining to, its
12 business, which is not generally known and which the party or non-party would
13 normally not reveal to third parties or would cause third parties to maintain in
14 confidence, including, without limitation, trade secrets, subscriber data, financial
15 data, contracts and agreements, and current and future business plans.¹

16 2. Material and information governed by this Protective Order shall be
17 used by any receiving party solely for the purpose of conducting this litigation, and
18 not for any other purpose whatsoever, and such information shall not be disclosed
19 to anyone except as provided herein.

20 3. Any information or material produced by any party or non-party as
21 part of discovery in this action may be designated by a party or non-party as
22 "CONFIDENTIAL" by marking or otherwise identifying the material in writing as
23 "CONFIDENTIAL."

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¹ This Protective Order does not apply to court hearings. The parties, any party in interest, and/or a witness, can request the Court seal any court proceeding for reasons consistent with this Protective Order.

1 4. If a producing party or non-party inadvertently fails to mark
2 confidential information or material upon its production, such party or non-party
3 may designate such information or material as "CONFIDENTIAL" by giving
4 written notice to the receiving party and providing properly marked or designated
5 copies within thirty (30) days of such notice.

6 5. Deposition transcripts and exhibits thereto may be designated as
7 "CONFIDENTIAL" on the record at the deposition and may also be designated as
8 "CONFIDENTIAL" within thirty (30) days (or such longer period if the parties so
9 agree) of receipt of the transcript from the court reporter. Until the expiration of the
10 period set forth in the preceding sentence, and unless otherwise agreed by the
11 parties, all deposition transcripts and exhibits shall be deemed confidential until
12 such time that the party is required to make its confidential designations.

13 6. A party who receives material designated as "CONFIDENTIAL" who
14 in good faith believes that the designation is inappropriate, may within ten (10)
15 days of receipt notify the other party in writing that it contests the designation. The
16 parties shall meet and confer within ten (10) days of receipt of a written objection to
17 the designation. If an agreement cannot be reached by negotiation and the Court
18 has not provided for a different procedure to handle these disputes, then the
19 designating party may file a motion within thirty (30) days of the meet and confer
20 date for a ruling from the Court on the continued application of the
21 "CONFIDENTIAL" designation of the information or material. A requesting party
22 or non-party may at any later time request in writing that any confidential
23 information or material be released from the requirements of this Order, and, unless
24 otherwise agreed in writing, the party or non-party producing such material shall
25 meet and confer with the requesting party within ten (10) days of receipt of a
26 written request. If an agreement cannot be reached by negotiation and the Court
27 has not provided for a different procedure to handle such disputes, then the
28 requesting party may file a motion within thirty (30) days of the meet and confer

1 date for a ruling from the Court on the continued application of the
2 “CONFIDENTIAL” designation of such information or material. In all
3 circumstances, the terms of this Order shall continue to apply to the information or
4 material until the Court rules on the motion. In any such motion, the producing
5 party bears the burden of proof to establish why the “CONFIDENTIAL”
6 designation should be maintained. If a motion is not timely made under this
7 paragraph, or within a mutually agreed extension, the information or material in
8 dispute shall cease to be confidential if the party receiving the information or
9 material objected in writing within ten days of receipt of such material, or, if a
10 written request was made later, continue to be deemed confidential, as if the written
11 request to release the information or material from the requirements of this Order
12 had not been made. This procedure shall not preclude application to the Court on a
13 more expedited basis as circumstances warrant.

14 7. All documents or material produced by, or discovery responses of, any
15 party in this action, as well as all deposition testimony, whether or not designated as
16 “CONFIDENTIAL,” shall be used solely in connection with, and only as necessary
17 to, this litigation and the preparation and the trial of this case, or any related
18 appellate proceeding, and not for any other purpose, including without limitation
19 any other litigation, any business or competitive purpose or function, or for any
20 personal reason. To that end, the parties or non-parties shall not distribute or
21 disclose any documents, discovery responses, information, or other material
22 produced or served in this litigation to anyone not specifically approved by this
23 Order. Furthermore, counsel shall make a reasonable and good faith effort to
24 ensure no information or discovery material disclosed or produced in this litigation,
25 including information or material not designated as “CONFIDENTIAL,” is used for
26 any prohibited purpose.

1 8. The restrictions on the use of confidential information or material
2 established pursuant to this Order do not apply to the use of the information or
3 material by a party, person, or entity who produces it.

4 9. Confidential information or material and information derived from
5 confidential information or material, including without limitation any testimony
6 about an exhibit designated as "CONFIDENTIAL," shall not be disclosed except as
7 set forth in the following paragraphs.

8 10. Confidential information or material may be disclosed only to the
9 following persons:

10 a. Counsel of record for any party to this action;

11 b. Paralegal, stenographic, clerical, and secretarial personnel
12 (including but not limited to photocopy service personnel and document
13 management vendors, such as coders and data entry personnel) employed by
14 counsel listed in (a);

15 c. Parties to this action. In the context of parties who are entities, this
16 includes in-house counsel employed by any party to this action (including their staff
17 whose functions require access to such information), business persons employed by
18 a party to this action whose functions require they have access to confidential
19 information or material in connection with the prosecution or defense of this action,
20 and persons employed by an insurer of a party to this action whose functions
21 require they have access to confidential information or material in connection with
22 the prosecution or defense of this action;

23 d. Court personnel including stenographic, video or audio reporters
24 engaged to record depositions in this litigation;

25 e. Non-party expert(s) or consultant(s) and their professional staff,
26 secretarial, technical and clerical employees (including but not limited to photocopy
27 service personnel and document management vendors, such as coders and data
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1 entry personnel, retained by outside counsel) who actively assist in the preparation
2 of this action;

3 f. Any person identified on the face of any such confidential
4 information or material as an author or a recipient thereof; and

5 g. Any person as ordered by the Court.

6 11. Each individual identified in paragraph 10(e) above to whom
7 confidential information or material is furnished, shown, or disclosed shall, prior to
8 the time he or she receives access to such materials, be provided by counsel
9 furnishing such material a copy of this Order and agree to be bound by its terms,
10 and shall certify he or she has read the Order and understands its terms, by signing
11 the certificate attached as Exhibit A. Counsel making disclosure to any person as
12 described hereinabove shall retain the original executed copy of the certificate and
13 provide the signed certificate to counsel for the producing party upon request.
14 Counsel shall further undertake a reasonable and good faith effort to ensure any
15 such person cannot utilize any confidential information or material or other
16 documents or information produced in this litigation, except as permitted by
17 paragraph 7 of this Order.

18 12. The foregoing is without prejudice to the right of any party to this
19 Order to:

20 a. Resist or compel discovery with respect to, or seek to obtain
21 additional or different protection for, material claimed to be protected work product
22 or privileged material as to which the producing party claims a legal obligation not
23 to disclose, or material not required to be provided pursuant to the Federal Rules of
24 Civil Procedure;

25 b. Seek to modify or obtain relief from any aspect of this Order; or

26 c. Object to the use, relevance or admissibility at trial or otherwise of
27 any material, whether or not designated, in whole or in part, as confidential
28 information or material governed by this Order. This Order shall not govern the use

1 or the admissibility of any evidence at trial or the procedures for using such
2 documents or information at trial.

3 13. In the event any information or material designated under this Order is
4 used, described, characterized, excerpted, or referenced in, or attached to, any court
5 proceeding or submission in connection with this litigation: (i) it shall not lose its
6 confidential status through such use; (ii) the parties shall take all steps reasonably
7 required to protect its confidentiality during such proceeding; and (iii) the party
8 shall file such material under seal.

9 14. If confidential information or material is disclosed at a deposition, only
10 the stenographic, video or audio reporter and those persons authorized by the terms
11 of this Order to receive such material may be present. The portions of the
12 transcripts of all testimony designated as "CONFIDENTIAL" shall be labeled with
13 the appropriate designation by the reporter. If any information or material
14 designated as confidential pursuant to this Order is used during the course of a
15 deposition herein, that portion of the deposition record reflecting such information
16 or material shall be labeled as "CONFIDENTIAL."

17 15. Within sixty (60) calendar days after the conclusion of the trial and
18 any appeals, or upon other termination of this litigation, all confidential information
19 or material received under the provisions of this Order shall be returned to the
20 producing party, or, at the direction of the receiving party, destroyed, except to the
21 extent any of the foregoing includes or reflects work product of the receiving party
22 (which work product may be maintained by outside counsel for the party, but not
23 by the party itself), and except to the extent such material has been filed with a
24 court in which a proceeding related to this action is being conducted.

25 16. The terms of this Order shall be effective and enforceable as between
26 the parties immediately upon its execution by counsel for such parties.

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1 17. All persons subject to the terms of this Order agree this Court shall
2 retain jurisdiction over them for the purpose of enforcing this Order.
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4 **STIPULATED TO AND AGREED**

5 Dated: August 5, 2011

WHITE & CASE LLP

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7 By: /s/ Bryan A. Merryman

8 Bryan A. Merryman
9 Attorneys for Defendant
TIME WARNER CABLE LLC
ARIAS OZZELLO & GIGNAC LLP

10 Dated: August 5, 2011

11 By: _____
12 Mark Ozzello

13
14 LAW OFFICES OF DAVID R.
GREIFINGER

15
16 By: _____
17 David R. Greifinger

18
19 LAW OFFICES OF HOWARD A.
GOLDSTEIN

20
21 By: _____
22 Howard A. Goldstein

23
24 LAW OFFICES OF KENNETH M.
LIPTON

25
26 By: 
27 Kenneth M. Lipton

28 Attorneys for Plaintiff
MIGUEL CALZADA

1 **IT IS SO ORDERED.**

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3 Dated: August __, 2011

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Hon. Dolly M. Gee
Judge of United States District Court